

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff

vs.

Criminal No. 2:20-cr-26-KS-MTP

WADE ASHLEY WALTERS,

Defendant

AGREED JUDGMENT ORDER

THIS CAUSE came before the Court on the Claims and Petitions of Blackberry Farm, LLC and Blackberry Development Company (Doc. 26), and of Blackberry Farmside Condominium Owners' Association (Doc. 27) (hereinafter "Petitioners") for a hearing to adjudicate their respective interests in property described as 532 Farmside Lane, Unit #14, Walland, Tennessee 37886 (the "Property"). The Court finds that it has jurisdiction over the parties and the subject matter of this cause, and is advised that a compromise settlement agreement has been reached between the Petitioners and Plaintiff, United States of America (hereinafter "USA"), as set forth herein.

1. The Court finds that Petitioner Blackberry Farm, LLC is the owner and holder of a First Right of Refusal to Purchase the Property dated October 12, 2015, of record at Record Book 2433, Page 2767 in the Register's office for Blount County, Tennessee, a true and correct and exact copy being attached to the Petition (Doc. 26) as Exhibit "B" (the "FROR Document"), and which is incorporated herein by reference. Pursuant to the First Right of Refusal Document, Petitioner Blackberry Farm, LLC holds a valid interest in the Property which grants it a right to purchase the Property if (a) the Property is offered for sale, or (b) if an offer to purchase the

Property is received. The transfer of the Property to USA under the Order of Forfeiture entered by this Court against the Defendant may have triggered the right of Blackberry Farm, LLC to purchase the Property under the First Right of Refusal Document. Notwithstanding, the Court is advised that Petitioner Blackberry Farm, LLC does not desire to invoke its rights under the First Right of Refusal Document to the extent those rights were triggered by the Order of Forfeiture in this action, and USA has agreed that Blackberry Farm, LLC shall have the right to purchase the Property hereunder and under the First Right of Refusal Document if the USA receives a third-party offer to purchase the Property or if the USA otherwise decides to transfer, sell and/or dispose of the Property.

2. The Court also finds that Petitioner Blackberry Development Company is the owner and holder of a separate right to purchase the Property under the terms and provisions of that Declaration of Condominium for Blackberry Farmside dated August 5, 2013, of record at Record Book 2367, page 215, in the Register's Office for Blount County, Tennessee, a true and exact copy being attached to the Petition (Doc. 26) as Exhibit "C" (as amended, the "Declaration"), and which is incorporated herein by reference. Pursuant to the terms of the Declaration, Petitioner Blackberry Development Company holds an interest in the Property which grants it a right to purchase the Property if an owner of the Property does not acquire membership in the Blackberry Farm Club operated by Blackberry Farm, LLC for owners of all of the condominium units established under the Declaration. Accordingly, to the extent the Property is ultimately sold or otherwise transferred by USA to a third party which does not become a member in the Blackberry Farm Club according to the terms of the Declaration, and Blackberry Farm, LLC has not exercised its rights under the FROR Document, USA has agreed that Blackberry Development Company shall have the right to purchase the Property under the

terms of the Declaration if the USA receives a third-party offer to purchase the Property or if the USA otherwise decides to transfer, sell and/or dispose of the Property and that third party or transferee does not become a member in the Blackberry Farm Club. Blackberry Farm, LLC, Blackberry Development Company and USA have agreed that USA's ownership in the Property by reason of the Order of Forfeiture in this action does not require USA to be a member of the Blackberry Farm Club, nor has USA become nor is USA a member of the Blackberry Farm Club.

3. The Court further finds that Petitioner Blackberry Farmside Condominium Owners' Association is the condominium association under the Declaration and, in such role, has the right to set the amounts of condominium assessments attributable to the Property and other condominium units in Blackberry Farmside and to enforce the automatic liens for such assessments in accordance with the terms of the Declaration and Tennessee condominium law. Pursuant to the terms of the Declaration, condominium assessments are a valid lien against the Property and all other condominium units in Blackberry Farmside, which assessments constitute a lien against the Property superior to the interest of USA by virtue of USA owning the Property pursuant to the Order of Forfeiture in this action.

4. The Court, being fully advised in the premises, accepts the settlement agreement, and hereby orders and adjudges as follows:

a. If USA offers the Property for sale, or any part thereof for sale, or receives a bona fide offer for the purchase of the Property, or any part thereof, or otherwise decides to transfer, sell and/or dispose of the Property, or any part thereof, USA shall give notice in writing of same to Petitioners at the following address by certified United States Mail, postage prepaid with return receipt requested:

Blackberry Farm, LLC, 1471 West Miller Cove Road, Walland,
Tennessee 37886, Attention: Matthew C. Alexander, President,

with a copy to counsel for Petitioners. The notice shall include a copy of any offer to be made, or any offer received by USA, a description of the Property or part thereof to be offered for sale (or otherwise to be transferred and/or disposed of) or for which an offer to purchase has been received by USA, the purchase price offered for the Property, and the terms and conditions of the offer and/or of the other proposed transfer or disposition by USA.

b. Petitioner Blackberry Farm, LLC shall have twenty (20) days after receipt by USA of any notice given by USA in accordance with the above and foregoing to exercise its right to purchase the Property described in such notice at the same price and on the same terms and conditions as set forth therein. Such right of first refusal shall be exercised by Petitioner Blackberry Farm, LLC providing notice in writing to USA in care of Kate Von Buskirk, Esq., Assistant United States Attorney, 1575 20th Avenue, Gulfport, MS 39501, or any person she designates in writing. Said notice shall be by certified United States Mail, postage prepaid, with return receipt requested.

c. If Petitioner Blackberry Farm, LLC does not elect to exercise its first right of refusal pursuant to this Order and the FROR Document, USA agrees that it shall not sell the Property described in the notice to Petitioners at any lower price (except as provided to the contrary below) or under any other terms or conditions without first giving Petitioner Blackberry Farm, LLC the same right of refusal at such lower price, or on such altered terms and conditions; provided, however, that USA may sell the Property for a price that is not less than ninety-eight percent (98%) of the price stated in the notice sent to Petitioners.

d. If Petitioner Blackberry Farm, LLC shall not elect to exercise its first right of refusal with respect to any proposed sale or other disposition of the Property, Petitioner's right

of first refusal hereunder and under the FROR Document shall continue, subsist and apply to any and all future sales of the Property.

e. If Petitioner Blackberry Farm, LLC does elect to exercise its first right of refusal pursuant to this Order and the FROR Document, Petitioner Blackberry Farm, LLC shall acquire the Property, or any part thereof described in the notice, on the same terms and conditions as set forth in the notice within forty-five (45) days after receipt by Petitioners of the notice given by USA in accordance with the foregoing provisions. Failure by Petitioner Blackberry Farm, LLC to so close within such period of time shall render the right granted herein null and void, except as to any future sales of the Property.

f. The failure of USA to notify Petitioners of USA's intention to sell or otherwise dispose of the Property or any interest therein shall not void or limit Petitioner Blackberry Farm, LLC's right of first refusal to purchase the Property hereunder and/or under the FROR Document. In the event of such failure, Petitioner Blackberry Farm, LLC may enforce its right of first refusal against any person who has become the owner or transferee of the Property (or any interest therein) by requiring transfer of the Property (or any interest therein) to Petitioner Blackberry Farm, LLC, and Petitioner Blackberry Farm, LLC shall be entitled to a court order requiring the transfer in exchange for Petitioner Blackberry Farm, LLC's payment of the same price to the then owner of the Property (or any interest therein).

g. Any conveyance of the Property, whether such conveyance is to Petitioners or not, shall include all rights, property interests, and terms, and also shall be subject to those same reservations, restrictions on use, and covenants set forth in the Unit Deed for the Property from Blackberry Development Company to Brad Trussell, Trustee for the Wade and Dorothy Walters Irrevocable Trust of record at Record Book 2433, Page 2762 in the Register's

Office for Blount County, Tennessee, it being the intention of the parties that no such rights, property interests, terms, reservations, restrictions on use and covenants (including those rights and property interests belonging to Petitioners Blackberry Development Company and Blackberry Farmside Condominium Owners' Association under the Declaration) shall be extinguished, terminated or otherwise altered or cancelled by virtue of the sale or other disposition of the Property pursuant to the forfeiture action outlined in the Order of Forfeiture in this action. All such rights, property interests, terms, reservations, restrictions on use and covenants shall encumber the interest of USA in the Property.

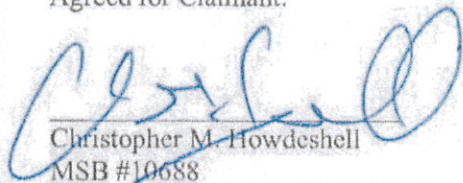
h. Condominium assessments established by Petitioner Blackberry Farmside Condominium Owners' Association against the Property constitute a valid lien against the Property in accordance with the terms of the Declaration and Tennessee condominium law, such lien and the right of Petitioner Blackberry Farmside Condominium Owners' Association to enforce the lien rights to so collect such assessments are superior to the ownership of the Property by USA under the Order of Forfeiture.

5. In the event of non-compliance under this Order by USA, Petitioners shall have the right to seek specific performance or any other remedies available at law or in equity from USA, and shall be entitled to reasonable attorney fees incurred by reason of said breach.

SO ORDERED AND ADJUDGED, this the 4 day of January,
A.D., 2021.

Kellie Stoney
DISTRICT COURT JUDGE

Agreed for Claimant:



Christopher M. Howdeshell
MSB #10688
Pittman Howdeshell, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411
chris@pittmanlawfirm.net
Attorney for Petitioners

Agreed for the United States



Clay B. Baldwin
Assistant United States
Attorney MSB # 103478
501 E. Court St., Suite 4.430
Jackson, MS 39201
Telephone: (601) 965-4480